

BARRY WINOGRAD

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Present Occupation: Arbitrator and Mediator

Business Address:

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PROFESSIONAL AFFILIATIONS:

Member, National Academy of Arbitrators; California State Bar, Labor and Employment Law Section; College of Labor and Employment Lawyers

EDUCATION:

LL.M., UC Berkeley School of Law; J.D., UC Berkeley School of Law; B.A., UC Santa Barbara, 1966.

PROFESSIONAL EXPERIENCE:

Arbitrator and Mediator, 1988 to present; Administrative Law Judge, California Public Employment Relations Board, 1980-1987; Counsel to the Chairman, California Public Employment Relations Board, 1979-1980; Staff Attorney, United Farm Workers of America; 1973-1977; private law practice, 1972-1973, 1978.

OTHER PROFESSIONAL INFORMATION:

Adjunct Faculty: UC Berkeley School of Law, 1985 to present (labor law, public sector labor relations, and mediation courses); Un. of Michigan Law School (Labor Law, Arbitration), 2004 to 2009. Instructor, Federal Mediation and Conciliation Service - Labor Arbitrator Training, and Arbitration Advocacy and Evidence courses, 1999-2011. Substantial mediation experience in employment, business, professional liability, and other civil litigation proceedings.

INDUSTRIES:

Airline, agriculture, automotive, bakery, banking, beverage, building products, brewery, broadcasting, chemicals, clothing, communications, construction, distillery, education, electronics, entertainment/arts, food (manufacturing, processing, service), health care, hotels/casinos/resorts, hospitals/ nursing home, machinery, maritime, meat packing, metal fabrication, mining, office workers/clerical, packaging, paint, petroleum/petrochemicals, pharmaceuticals, plastics, plumbing, police and fire, printing, publishing, refrigeration, restaurants, retail stores, shipping, sports, steel, transportation, trucking, utilities, warehousing.

ISSUES:

Affirmative action, absenteeism, arbitrability, bargaining unit work, conduct (off-duty/personal), demotion, discipline (non-discharge), discipline (discharge), discrimination (age, disability, race, sex, national origin), drug/alcohol offenses, fringe benefits (bonus, holidays, insurance, leave, vacation), grievance mediation, health/hospitalization, hiring practices, job performance, job posting/bidding, jurisdictional dispute, layoffs/bumping/recall, management rights, official time, past practices, pension and welfare plans, pension claim, promotion, retirement, safety/health conditions, seniority, sexual harassment, strikes, lockouts, work stoppages, slowdowns, subcontracting/contracting out, tenure/reappointment, union security, wages (cost-of-living, holiday, incentive, job classification and rates, merit, overtime, severance, vacation), work hours/schedules/assignments, working conditions/work orders, violence or threats.

PERMANENT PANELS:

Partial Listing - AT&T & CWA; BART & ATU; BART & SEIU; Chevron & USW; Comcast & CWA; Director's Guild of America; Endeavor & ALPA; Maersk-APM & ILWU; Mesa & ALPA; Oakland & SEIU; Oakland & POA/ IAFF; NV Energy & IBEW; PG&E & IBEW; Providence Medical & CAN; San Francisco & SEIU; UC & AFSCME; UC & UPTE-CWA; UC & CNA; Rio Tinto Minerals-US Borax & ILWU; UPS & Teamsters; Verizon & CWA; Writer's Guild of America.

ARBITRATION ROSTERS:

Federal Mediation and Conciliation Service; California State Mediation and Conciliation Service.

PUBLICATIONS:

Partial Listing - What's Next for DR Horton and Class Action Waivers (Lab. L.J., 2016); Senior Editor, ADR in Employment Arbitration (BNA, 2015); Revisiting the Elements of Just Cause (NAA-BNA 2011, 2013); The Steelworkers Trilogy at 50 Years (Ca. Lab. & Emp. Rev., 2010); The Pyett Decision (Ca. Lab. & Emp. Rev., 2009); Make Your Next Arbitration More Efficient (Ca. Lab. & Emp. Rev., 2007); Evidence in Labor Arbitration (NAA-BNA, 2005); A Glossary of Basic Terms for Labor Arbitration Advocates (CPER, 2004); Arbitration in the Union Workplace (co-author), in California DR Practice (Shepards, 1993); California Public Employees and the Developing Duty of Fair Representation, 9 Ind. Rel.L.J. 410 (1987); San Jose Revisited; A Proposal for Negotiated Modification of Public Sector Bargaining Agreements Rejected Under Chapter 9 of the Bankruptcy Code, 37 Hast. L.J. 231 (1985)

Fee Schedule:

The fee is \$3,200 per day for hearing, and for research and preparation of the opinion and award. (For multiple grievances heard in a single day, the fee is \$4,200.) A hearing day is any portion of a day up to eight hours. Time for research and preparation is prorated. (Effective Jan. 1, 2018.)

Interest Arbitration, Factfinding and Labor Mediation:

The fee is \$4,400 per day (for up to eight hours). Time for research and preparation is prorated. (Effective Jan. 1, 2018.)

Hourly Assignments:

The fee is \$620 per hour. The fee applies to civil litigation and non-collective bargaining arbitration, neutral evaluations, election administration, union fee determinations, and labor arbitrations of unusual length or complexity. (A separate fee schedule applies to mediation of civil cases.)(Effective Jan. 1, 2018.)

Expenses:

There is no charge for phone, copying, clerical or incidental office expenses. For cases outside the San Francisco Bay Area, parties are charged for the actual cost of reasonable travel and related expenses, including airfare, car rental, food and lodging. Auto mileage outside the Bay Area is charged at the IRS rate. Air travel over two hours will be booked at the next class of service above coach, if offered by the carrier.

Postponement and Cancellation:

If a hearing or other proceeding is postponed or canceled with notice of less than 28 days (42 days for hearings or proceedings of two or three days, and 56 days for hearings or proceedings of four days or more), the per diem fee will apply for each scheduled day if another matter cannot be set in its place.

Travel Charge:

There is no charge for travel time unless an hourly retainer agreement specifies the amount, or, absent such an agreement, unless a substantial portion of a workday - more than two hours - is used to attend the hearing and return. If more time is needed, travel time is prorated at the per diem rate.